

CONS

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SAMPLE PERSONAL SERVICES CONTRACT FOR DOMESTIC EMPLOYERS ACCOMPANY U.S. CITIZENS OR NONCITIZENS TRAVELING ON NONIMMIGRANT VISAS

- I. The term of this contract shall be from [insert date] through [insert date], inclusive. Either party to this contract may terminate it by providing the other party two weeks notice. The employers may at their option pay the employee one half month's salary en lieu of notice.
- II. A. During the term of this contract, the employee's primary responsibility will be to (for example) provide childcare services for the children of the employers. Such services shall include, but not be limited to, supervising the children's activities in the employers' residence and away from their residence, preparing and serving the children's meals, providing discipline and encouragement for the children as needed, and keeping the employers notified of the children's progress and/or problems.
B. The employee's secondary duties shall include, but not be limited to, house cleaning, laundry and ironing, cooking, pet care, and light yard work.
- III. The employee agrees not to work for anyone else in the U.S. during the term of this contract.
- IV. A. In exchange for the employee's services, the employers shall provide:
1. A monthly salary of USD [insert salary] per month for a minimum of 35 hours and a maximum of 40 hours per week.
 2. Any time in excess of 40 hours per week shall be paid at the rate of USD [insert hourly rate] per hour.
 3. The salary shall be paid semi-monthly, on the 15th and last day of the month in which the services are performed.
 4. The employers shall have the exclusive right to determine the employee's work schedule based on the children's school schedule and the employers' professional and personal obligations. However, the employee shall be guaranteed at least one full day-off per week.
 5. In addition to salary, the employee with room and board in the employers' residence.
 - 6.a. Upon full completion of the contract term, a separation payment of USD [insert amount], or
b. If the contract is terminated by either party prior to [insert date], but on or after [insert date], a separation payment of USD [insert amount], or
c. If either party prior to [insert date] terminates the contract, no separation payment shall be made.
d. In any circumstances, if the employee fails to give the proper two-week notice of her intention to terminate the contract as required by clause I, no separation payment will be due regardless of the date at which the contract is terminated.

- B.
1. The employee with two weeks paid vacation during the term of the contract. The scheduling of such vacation time shall be at the discretion of the employers based on their professional and personal obligations.
 2. The employee at her option may elect to receive either one or both weeks' vacation pay in cash at the termination of the contract in lieu of taking the time off.
 - 3.a. Should either party prior to [insert date] terminate the contract, no vacation time shall be considered to have been accrued and no payment will be owed.
 - b. Should the contract be terminated by either party on or after [insert date], but prior to [insert date] only one week's vacation shall be considered to have been accrued.
 - c. Nothing in the provisions of this sub-clause shall be interpreted to require the employee to repay salary received for vacation taken prior to the early termination of the contract.
- C.
1. The employee shall be entitled to take off all U.S. national holidays with full pay provided that both of the employers are not required to work on such holiday.
 2. The employee may elect to work on any holiday at the request of the employers. The employers shall pay an additional USD [insert hour rate] per hour for any time worked on a U.S. national holiday.
- D.
1. A coach class ticket for the employee from Buenos Aires, Argentina to [insert destination] to arrive in the U.S. prior to [insert date].
 2. Upon termination of the agreement for whatever reason, a coach class ticket to either [insert destinations] at the employee's option.

V. The controlling version of this contract shall be the English language version. The informal Spanish translation is provided for the employee's information only.

VI. It is the employee's responsibility to acquire and maintain proper U.S. immigration status and file appropriate federal, state, or local tax returns.

SIGNATURE
(Employer) (Date)

SIGNATURE
(Employee) (Date)